

**TO: UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

**RE: SEARS HOLDING CORPORATION, ET AL,
DEBTOR I**

CASE NO. 18-23538 (RDD)

(JOINTLY ADMINISTRATED)



OBJECTION

TO DISCLOSURE STATEMENT

FROM: EXTERIORS BY DESIGN, INC.

**dba: California Commercial Roofing Systems
2747 Sherwin Avenue, Ste. #8
Ventura, CA 93003
805 644-1640**

Sears Holding Management Corporation Unpaid Invoices

INDEX

- 1. Objection Pages 1-4**
- 2. Sears communication postponing pay date
Attachment "B" Page 5**
- 3. Invoice #4483 (unpaid) & Work Order Dated
1/16/2019 Page 6-7**
- 4. Invoice #4484 (unpaid) & Work Order dated
1/15/19 Page 8-9**
- 5. Invoice #4485 (unpaid) & Work Order dated
1/19/19 Pages 10-11**



2747 SHERWIN AVE.

UNIT #8

VENTURA, CA. 93003

(805) 644-1640

FAX (805) 644-1740

April 30, 2019

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

**In re: SEARS HOLDING CORPORATION ET ALL,
DEBTORS**

Case Number 18-23538 (RDD)

Per Item 3, Page 2 of SRF 32331, Exteriors By Design, Inc. dba: California Commercial Roofing Systems hereby does object to the disclosure statement supplied to us through Transform Holdco, LLC, stating that “Our contract payments would not be made until January 25, 2025.”

We entered into a request for repair work under \$2500.00 with Sears Holdings Management Corporation, various dates at three locations, Sears Ventura on 1/15/2019 Invoice #4484, Sears Santa Maria 1/16/2019 Invoice #4483, and Sears Freedom California on 1/19/2019 Sears-owned property Dental Office Invoice #4485, well after the Chapter 11 filing date of 10/15/2018. The performed amount of work was in the amount of Invoice #4484 Ventura \$790.00, Invoice #4483 Santa Maria, CA \$1554.00 and Invoice #4485 Freedom, CA \$1558.00 for a total sum of \$3,902.00 for work requested by Eddie Garcia, DFM for Sears Holdings Management Corporation, the now Transform Holdco, LLC. with the written & verbal promise for all repair work which was requested of us with the belief that the repair work was funded and when complete would be paid **IN FULL IN TERMS**. The terms of payment communicated were 60 days net. The project started as promised with weather limitations and finished on 1/15/2019, 1/16/2019 & 1/19/2019.

Page 2/ Case No. 18-23538 (RDD)

Sears Holdings Management Corporation through their DFM, Eddie Garcia approved all finished work and has always processed our invoices for payment through their network. We have had 20 of these small repair jobs invoiced & paid previously and after the date of these projects. We had no reason to believe the other invoices would not be paid, as previously contracted & promised.

Invoices were electronically transmitted and mailed to the agent for Sears Holdings Management Corporation.

After payment terms of 60 days had passed, we inquired of Sears Holdings Management to Pay Help, who indicated that the payment for invoice #4483, #4484, #4485 would be paid 6 years from now on January 1, 2025.

We seek that our objection be heard and that these invoices #4483, #4484, #4485 be paid immediately.

Sears Holdings during reorganization sent published documents promising 60 day payment on all invoices after the October 15 filing date. The District Facilities Managers, Sears Holdings Management Corporation's Project Manager also promised 60 day pay for this work. We received payments in many fashions after the October 15, 2018 filing date. Checks stamped debtor in possession EFT transfers and promises of credit card payments. We have included attachment "B", which clearly indicates the intent to not pay for this work until 1/25/2025.

Page 3/ Case No. 18-23538 (RDD)

All materials used were taken from our inventory and are paid for. All employees, hourly & salaried have been paid including all governmental deductions and the extremely high rate of worker's compensation for California has been paid.

Per Item 1, page 1 of contract, work was started & completed within their term for final & substantial completion.

Exteriors By Design, Inc. dba: California Commercial Roofing Systems seeks the Bankruptcy Court to review this letter of explanation & the requested documents, 2 copies of each sent to the addresses listed below, along with the requested CD ROM.

Weil, Gotshal & Manges, LLP
767 Fifth Ave
New York, NY 10153
Attn: Ray C. Schrock, P.C.
Jacqueline Marcus
Garrett A. Fail
Sunny Singh

Office of the U.S. Trustee for Region 2
201 Varick Street, Room 1006
New York, NY 10014
Attn: Paul K. Schwartzberg

Page 4/ Case No. 18-23538 (RDD)

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036
Attn: Ira Dizengoff
Philip Dublin
Sara Brauner

The terms now listed on Attachment "B" of 1/25/2025 are unacceptable and immediate payment be made to Exteriors By Design, Inc. dba: California Commercial Roofing Systems. For reference, our Duns # 27-0742.

Respectfully,

CALIFORNIA COMMERCIAL ROOFING SYSTEMS



Dewayne Weaver
President

DW:wrh

Enclosures

Attachment "B"

Date: 3/15/2019	A/P Detail Reporting	Time: 2:15:53 PM							
Status	Pay Duns Number	Document Number	Document Date	Location	Payment Due Date	Document Amount	Check Number	Check Date	
DI	240742	4528	2/15/2019	1018	3/15/2019 X	\$ 1,276.00	0		1/1/1900
DI	240742	4535	2/22/2019	1018	3/22/2019 O	\$ 869.00	0		1/1/1900
DI	240742	4502	1/25/2019	1098	3/29/2019 O	\$ 902.00	0		1/1/1900
DI	240742	4484	1/15/2019	1148	1/25/2025 X	\$ 818.00	0		1/1/1900
DI	240742	4509	1/25/2019	1189	3/29/2019 O	\$ 1,385.00	0		1/1/1900
DI	240742	4510	2/1/2019	1189	4/5/2019 O	\$ 1,421.00	0		1/1/1900
DI	240742	4527	2/15/2019	1268	3/15/2019 X	\$ 1,252.00	0		1/1/1900
DI	240742	4513	1/26/2019	1378	3/29/2019 O	\$ 659.00	0		1/1/1900
DI	240742	4487	1/16/2019	1398	1/25/2025 X	\$ 1,898.00	0		1/1/1900
DI	240742	4506	1/31/2019	1398	4/4/2019 O	\$ 1,029.00	0		1/1/1900
DI	240742	4514	2/3/2019	1398	4/5/2019 O	\$ 1,625.00	0		1/1/1900
DI	240742	4531	2/15/2019	1488	3/15/2019 X	\$ 977.00	0		1/1/1900
DI	240742	4503	1/20/2019	2068	3/22/2019 O	\$ 220.00	0		1/1/1900
DI	240742	4483	1/16/2019	2088	1/25/2025 X	\$ 1,606.00	0		1/1/1900
DI	240742	4508	2/2/2019	2088	4/5/2019 O	\$ 998.00	0		1/1/1900
DI	240742	4530	2/16/2019	2088	3/15/2019 X	\$ 2,170.00	0		1/1/1900
DI	240742	4486	1/15/2019	3235	1/25/2025 X	\$ 975.00	0		1/1/1900
DI	240742	4485	1/19/2019	3725	1/25/2025 X	\$ 1,613.00	0		1/1/1900
DI	240742	4473	12/29/2018	6859	1/25/2025 X	\$ 1,254.00	0		1/1/1900
DI	240742	4522	2/17/2019	7756	3/15/2019 X	\$ 1,985.00	0		1/1/1900
PT	240742	4459	12/14/2018	1748	1/25/2025 X	\$ 4,308.50	0		1/1/1900
PT	240742	4460	12/14/2018	1748	1/25/2025 X	\$ 19,251.90	0		1/1/1900

x = TRANSFORM HOLDCO

x = ESTATE

Marilyn J. Motycka

Facility Specialist, 824FM

SEARS HOLDINGS CORPORATION

3333 Beverly Road, Loc. A2-3708

Hoffman Estates, IL 60179

Phone: 847-286-1268

Fax: 847-286-0224

Email: Marilyn.Motycka@searshc.com

#1148 VENTURA

#2088 SANTA MARIA

#7756 BISHOP

#1018 BALDWIN HILLS

#1488 SAN JOSE

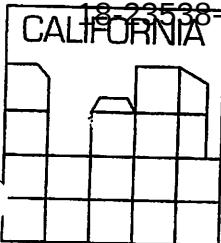
#1268 BUENA PARK

From: Dewayne Weaver [<mailto:dweaver@cnlcommercialroofing.com>]

Sent: Friday, March 15, 2019 11:49 AM

To: Motycka, Marilyn <Marilyn.Motycka@searshc.com>

Subject: Sears Montclair



EXTERIORS BY DESIGN, INC.

CALIFORNIA COMMERCIAL ROOFING SYSTEMS

"Serving in the roofing industry for 90 years and 2 generations"

INVOICE
NO

4483

REMIT TO:

COMMERCIAL
ROOFING
SYSTEMS1587 W CROSS AVE
TULARE, CA 93274
PH. (559) 688-1477
FAX (559) 688-14862747 SHERWIN AVE., UNIT 8
VENTURA, CA 93003
PH. (805) 644-1640
FAX (805) 644-5010PLEASE PAY
FROM THIS INVOICE
NO STATEMENT
WILL BE SENTSEARS HOLDING CORP.
EDDIE GARCIA
9220 HOLYOKE DRIVE
BAKERSFIELD, CA 93313

DATE JAN 16 2019

ACCOUNT NO. SEARS/KMART

DUNS 24-0742
REQUESTED BY EDDIE GARCIASEARS #2088
SANTA MARIA, CA
REPAIR LEAK AROUND A/C UNIT
PATCHED SOME SCRATCHESTOTAL DUE \$ 1,554.00

CONTRACT JOBS ARE DUE WITHIN 10 DAYS OF COMPLETION

A FINANCE CHARGE of 1 1/2 per month (not to exceed 18% annually) may be charged on past due accounts

Under California Mechanics Lien Law (California Code of Civil Procedure, Section 1181, et seq), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing your property could be sold by a court officer and the proceed of the sales used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or suppliers remains unpaid.

All workmanship is warranted for a period of two years unless other warranties are extended or purchased. CALIFORNIA COMMERCIAL ROOFING warranties the roofing only and assumes no responsibility for the building contents and or the interior.

Work Order Survey FormStore # 5088

Location _____

Contract / Work Order # _____

Amount of Contract \$ _____

Contractor _____

Date Awarded _____

Project _____

The following service and/or work tickets by the contractor are associated with this project _____

The Store Manager MUST Complete the following:

1. Did the contractor provide sufficient notice to the Store Manager prior to arrival at the store?
Yes _____ No _____
2. Did the contractor survey the scope of the contract with the Store Manager prior to commencement?
Yes _____ No _____
3. Were store operations disrupted? Yes _____ No _____
4. Was the contractor made aware of the disruptions? Yes _____ No _____
Did he do anything to alleviate the problem? Yes _____ No _____
5. During the project, were any fixtures or merchandise damaged? Yes _____ No _____
Was the contractor made aware of the damages Yes _____ No _____
6. If Yes, explain and provide estimate of damages.

7. Workmanship: Above Average _____ Average _____ Below Average _____

8. Would you recommend using the firm again? Yes _____ No _____

9. Store Manager's comments (Print Legibly)

_____Store Manager's Signature J.D. Date 1/16/19

Store Manager's Name (Print) _____

Contractor's Signature Mark Bone & Son Inc Date 5/21/19This Original Survey Form is to be returned by the Contractor with an
Invoice, Waivers of Lien, Service Tickets, Etc.



EXTERIORS BY DESIGN, INC.
CALIFORNIA COMMERCIAL ROOFING SYSTEMS
 "Serving in the roofing industry for 90 years and 2 generations"

INVOICE
NO

4484

REMIT TO:

1587 W CROSS AVE
 TULARE, CA 93274
 PH. (559) 688-1477
 FAX (559) 688-1486

2747 SHERWIN AVE., UNIT 8
 VENTURA, CA 93003
 PH. (805) 644-1640
 FAX (805) 644-5010



PLEASE PAY
 FROM THIS INVOICE
 NO STATEMENT
 WILL BE SENT
 JAN. 15 2019

SEARS HOLDING DORP.
 EDDIE GARCIA
 9220 HOLYOKE DRIVE
 BAKERSFIELD, CA 93313

DATE SEARS/KMART

ACCOUNT
NO.

DUNS 24-0742
REQUESTED BY EDDIE GARCIA

**SEARS #1148
 VENTURA CA
 SEALED OPEN SEAM ON CAP SHEET ROOF**

TOTAL DUE \$790.00

CONTRACT JOBS ARE DUE WITHIN 10 DAYS OF COMPLETION

A FINANCE CHARGE of 1 1/2 per month (not to exceed 18% annually) may be charged on past due accounts

Under the Mechanics Lien Law (California Code of Civil Procedure, Section 1181, et seq), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing your property could be sold by a court officer and the proceed of the sales used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or suppliers remains unpaid.

All workmanship is warranted for a period of two years unless other warranties are extended or purchased. CALIFORNIA COMMERCIAL ROOFING warrants the roofing only and assumes no responsibility for the building contents and or the interior.

Work Order Survey Form

Store Stamp

Store # 1140Location Ventura - Sears

Contract / Work Order # _____

Amount of Contract \$ _____

Contractor _____

_____Date/Time Started 1/15/19 1:25 pmDate/Time Completed 1/15/19 2:40 pmNumber of people in crew 2

Date Awarded _____

Project _____

The following service and/or work tickets by the contractor are associated with this project raft repair

The Store Manager MUST Complete the following:

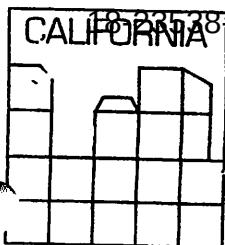
1. Did the contractor provide sufficient notice to the Store Manager prior to arrival at the store?
 Yes X No _____

2. Did the contractor survey the scope of the contract with the Store Manager prior to commencement?
 Yes X No _____

3. Were store operations disrupted? Yes _____ No X4. Was the contractor made aware of the disruptions? Yes _____ No _____
 Did he do anything to alleviate the problem? Yes _____ No _____ N/A5. During the project, were any fixtures or merchandise damaged? Yes _____ No X
 Was the contractor made aware of the damages Yes _____ No _____ N/A6. If Yes, explain and provide estimate of damages.

_____7. Workmanship: Above Average X Average _____ Below Average _____8. Would you recommend using the firm again? Yes X No _____9. Store Manager's comments (Print Legibly)

_____Store Manager's Signature. Lesley Alling Date 1/15/19Store Manager's Name (Print) Lesley Alling Date 1/15/19Contractor's Signature Mark L. Deaver VP Date 1-21-19This Original Survey Form is to be returned by the Contractor with an
Invoice, Waivers of Lien, Service Tickets, Etc.



**COMMERCIAL
ROOFING
SYSTEMS**

**EXTERIORS BY DESIGN, INC.
CALIFORNIA COMMERCIAL ROOFING SYSTEMS**

"Serving in the roofing industry for 90 years and 2 generations"

INVOICE
NO

4485

REMIT TO:

1587 W CROSS AVE
TULARE, CA 93274
PH. (559) 688-1477
FAX (559) 688-1486

2747 SHERWIN AVE., UNIT 8
VENTURA, CA 93003
PH. (805) 644-1640
FAX (805) 644-5010

PLEASE PAY
FROM THIS INVOICE
NO STATEMENT
WILL BE SENT

2-
JAN. 19 2019

DATE

SEARS/KMART

ACCOUNT
NO.

SEARS HOLDING DORP.
EDDIE GARCIA
9220 HOLYoke DRIVE
BAKERSFIELD, CA 93313

**DUNS 24-0742
REQUESTED BY EDDIE GARCIA**

**SEARS OWNED PROPERTY
DENTAL OFFICE
FREEDOM, CA
SEALED OPEN SEAM, HOLE &
HOT WATER VENT PIPE**

TOTAL DUE \$1,558.00

CONTRACT JOBS ARE DUE WITHIN 10 DAYS OF COMPLETION

A FINANCE CHARGE of 1 1/2% per month (not to exceed 18% annually) may be charged on past due accounts

Under the Mechanics Lien Law (California Code of Civil Procedure, Section 1181, et seq), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing your property could be sold by a court officer and the proceed of the sales used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or suppliers remains unpaid.

All workmanship is warranted for a period of two years unless other warrantees are extended or purchased. CALIFORNIA COMMERCIAL ROOFING warrantees the roofing only and assumes no responsibility for the building contents and or the interior.

Work Order Survey Form

Store Stamp

Store # Dental office

Location Freedom

Contract / Work Order # _____

Amount of Contract \$ _____

Contractor _____

Date/Time Started _____

Date/Time Completed _____

Number of people in crew _____

Date Awarded _____

Project _____

The following service and/or work tickets by the contractor are associated with this project _____

The Store Manager MUST Complete the following:

1. Did the contractor provide sufficient notice to the Store Manager prior to arrival at the store? Yes No _____
2. Did the contractor survey the scope of the contract with the Store Manager prior to commencement? Yes No _____
3. Were store operations disrupted? Yes _____ No
4. Was the contractor made aware of the disruptions? Yes _____ No _____
Did he do anything to alleviate the problem? Yes _____ No _____
5. During the project, were any fixtures or merchandise damaged? Yes _____ No
Was the contractor made aware of the damages Yes _____ No _____
6. If Yes, explain and provide estimate of damages.

7. Workmanship: Above Average Average _____ Below Average _____
8. Would you recommend using the firm again? Yes No _____
9. Store Manager's comments (Print Legibly)

Store Manager's Signature John Date 1/19/19

Store Manager's Name (Print) Louis Hong

Contractor's Signature John Bemucci Date 1-21-19

This Original Survey Form is to be returned by the Contractor with an
Invoice, Waivers of Lien, Service Tickets, Etc.